



**Kamalakaran Sanjeevan**

Back of Maruti Medicals,

Hebbagoddi,

Bangalore - 560 099

Personal & Confidential

19 September 2005.

MHI412 (HS)

**Letter Of Appointment**

**Dear Kamalakannan,**

This has reference to your application for employment, discussions you had with us and Offer made thereafter. Your date of joining Misys Healthcare Systems (India) Pvt. Ltd., is effective **19 Sep, 2005** for the position **Systems Integrator** on the following terms and conditions.

1. Your total compensation per annum is **Rs. 450,000/-** (Rupees Four Lakh Fifty Thousand Only). In addition, you are also eligible for non-encashable benefits as explained in your offer letter.
2. You are appointed by the Company on the basis of the information, relating to your age, education, experience, skills, etc., provided by you. In the event that, at a later date, it is found that any portion of such information furnished by you to the Company is false and / or that there has been any misrepresentation on your part relating to such information, your appointment may be terminated by the Company with effect from the date the Company becomes aware of such misrepresentation and / or false information. The Company reserves its right to take any other steps against you, including withholding of any money due to you from the Company, etc.
3. During your employment with Misys Healthcare Systems (India) Pvt. Ltd.,
  - a. You will not carry on any business or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of our organization and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
  - b. You will abide by the applicable rules and regulations in force from time to time.
  - c. You will be working the assignments and technologies according to the business needs of the company.
  - d. You shall perform such duties and conform to such directions and instructions as may be assigned to you by the company or by such officers who are placed in authority over you. The management has the rights to allot you additional jobs within your department or any other departments.
  - e. Your performance will be reviewed on a periodical basis as per Company norms.



- f. You will be responsible for the safekeeping and return in good condition and order all Company property, which will be in your use, custody or charge.
  - g. You will keep HR informed in writing of any change in your residential address, family status and other necessary information.
  - h. You shall be expected to exercise your specialized expertise and judgment to provide the Company and / or its clients with high quality services.
  - i. You may be required to work at the site(s) of the Company and / or its clients in India and / or abroad, sometimes for extended periods of time.
  - j. You will be required to work on shift / staggered duty in case business warrants that. Please note that it is Management's prerogative to decide which employee will work on shift and Management's decision in this regard will be final.
  - k. You shall not publicly criticize, defame or mis-represent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.
  - l. Your services are transferable anywhere in India as also anywhere abroad within Misys Group of Companies. In case your services are transferred to any of our group companies, you shall have to abide by the rules and regulations pertaining to that company.
  - m. You shall not use the internet facility for personal purposes except for business needs.
4. **Agreements / Undertakings** : You are required to sign an Overseas Travel / Training Agreement on the day of joining. Overseas travel for business meetings, orientation and Misys internal conferences shall be excluded for signing agreements.
5. **Confidentiality** : Information pertaining to company's operations obtained by you during the course of your employment with the Company, either directly and / or from other employees of the Company and / or during the course of your work with the Company, will remain strictly confidential to you. You are required to sign a Employee Non-disclosure and Work Product Agreement as per Company policy
6. **Ownership Of Inventions, Ideas, Etc:**
- a. The Company shall be the sole owner of all inventions, ideas, materials, systems, codes, etc., that may be devised / created by you in the course of your employment with the Company.





- b. You shall have no claim of any nature whatsoever, in respect of any information / material belonging to the Company, and shall not utilize, part with or divulge such information to any third party and / or utilize the same for your own purposes, even after you have ceased to be an employee of the Company.

**7. Non-Compete:**

1. During the course of your employment with the Company, you shall not accept any employment of whatsoever nature from the Company's clients and / or customers.
2. During the course of your employment with the Company, you shall not solicit business of any nature, either directly or indirectly, for yourself, or for any other third party, from the Company's clients and / or customers.

**8. Violation Of Terms Of Employment:**

Breach of any of the above terms and conditions will render you liable to termination of your employment without notice or compensation thereof.

9. **Termination of Employment** : During probation, if your performance is unsatisfactory company reserves right to terminate your employment by giving ONE DAY notice only and you shall have no right to claim any liquidated damages. In the event of resignation, you will provide one month's notice in writing.

Subsequent to confirmation of your services, your services may be terminated at any time by giving One Month's notice period in writing by either side. Management reserves the right to decide and deduct the notice pay (basic salary only) in lieu of notice period.

\* For Associate Manager level and above, the notice period is Two Months.

**10. Leave Entitlement:**

You shall be entitled to a maximum of 25 (Twenty five) days of leave per Calendar year (January – December) as per the leave policy of the Company, as may be applicable from time to time. Based on your date of joining, the leave entitlement will be calculated on prorata basis.

The Company encourages its employees to plan and avail atleast 15 days of leave in a calendar year to maintain a balanced work life.

- a. In case you desire any leave to meet personal commitments or due to ill-health, the Company may permit you to take such leaves which will be from your total entitlement. Any sick leave exceeding three days requires a Doctor's certificate for resuming duty.
- b. An employee can carry forward or encash, a maximum of 10 days of unavailed leave from current year to next year, and can accrue up to a maximum of 50 days during the employee's tenure in the company. Any unused leave beyond 10 days in the current year will automatically lapse.



- c. Encashment of leave is on Basic pay and is restricted to a maximum of 10 days p.a. which will be payable in January every year along with the salary with applicable income tax deducted at source.
- d. You shall be entitled to apply for long leave / vacation, only after completion of six months of service with the Company. Leave will be permitted at the discretion of the management for any unforeseen exigencies.
- e. You shall proceed on Leave (s), for any reason whatsoever, only after consultation with and prior approval from your manager.
- f. Weekly offs / company declared holidays will not be included for counting no. of days of leave availed.

Apart from the above mentioned leave entitlement, Company declares 10 National & Festival Holidays per calendar year as applicable under Law.

#### **General**

The above terms and conditions, along with the amendments / modifications thereto, shall be binding upon both the parties hereto during the entire course of your employment with the Company.

You are requested to return the duplicate copy of this letter duly signed by you, in token of your acceptance of the above terms and conditions of appointment with Misys.

**We welcome you to Misys family and wishing you a long and rewarding career.**

Best regards,

**For Misys Healthcare Systems (India) Private Limited.**

**Prakash Babu**  
**HR Prime**

I agree to accept employment with Misys on the above terms and conditions.

**Employee:**

Signature

Date : 21/9/2005